Add NE Logo

**Standard Contract for Goods and/or Services - Order Form**

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| 1. **Purchase Order Number** | *To be confirmed when contract is awarded* | |
| 1. **Customer** | Natural England | |
| 1. **Contractor(s)** | *Contractor’s name, registered address (if registered), and registration number (if registered).* | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  Natural England | |
| 1. **The Agreement** | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.  Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.  The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):   1. this Order; 2. the terms and conditions at Appendix 1; and 3. the remaining Appendices (if any) in equal order of precedence. | |
| 1. **Deliverables** | **Applicable Deliverables** | **Goods Only:**  **Services Only:**  **Good and Services:** |
| **Goods** | None |
| **Services** | Description: Identify the repair work that needs to be carried out at the South Range Barn, and for a specification for the works and schedule of works to be produced, as set out in Appendix 2 – Specification / Description.  To be performed at Paston Great Barn, Bacton Road, Paston, Norfolk, NR28 9TZ.  Date(s) of Delivery: 02-12-2024- 31-01-2024 |
| 1. **Start Date** | 02-12-2024 | |
| 1. **Expiry Date** | 31-01-2024 | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | A sum equal to £5,000,000. | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Steve Hall  Higher Officer- Historic Environment, National Nature Reserves Operations  Steve.hall@naturalengland.org.uk  or, in their absence,  Howard Jones  Broads NNRs Senior Reserves Manager  Howard.jones@naturalengland.org.uk | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  [**Insert *contract manager name and contact details***]  or, in their absence,  [**Insert *secondary name and contact details***]. | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | The Customer has chosen Option B(Default Option) in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement. | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer at: * Contract inception * After submission of draft report * Additionally, as required by project officer. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England Mail Hub  Natural England  Foss House  Kings Pool  1-2 Peasholme Green  YORK  YO1 7PX  Attention: Steve Hall  Email: Steve.hall@naturalengland.org.uk | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: All relevant policies and procedures have been outlined in the Guided Buying Request for Quotation document. | |
| 1. **Special Terms** | N/A | |
| 1. **Additional Insurance** | N/A | |
| 1. **Further Data Protection Provisions** | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:  **Yes:**  **No:** | |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  [**Insert** name]  [**Insert** job title] | Name:  [**Insert** name]  [**Insert** job title] |
| Date: | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

**Specification of Requirements**

1. **National Nature Reserve (NNR) Heritage at Risk Project**

Many of Natural England’s NNRs contain Scheduled Monuments of which a proportion have been assessed by Historic England as being At Risk or Vulnerable and placed on the Heritage at Risk register. Natural England have secured funding for an NNR Heritage at Risk Project to undertake the work of conservation of these scheduled monuments to enable them to be removed from the At-Risk register.

1. **Paston Great Barn National Nature Reserve (NNR)**

Paston Great Barn is a 16th century thatched barn with associated outbuildings and is one of the best preserved, and few remaining, thatched great barns left in England. It also supports the only known breeding colony of Barbastelle bats to be found in a building. The Great Barn itself is both a designated Scheduled Ancient Monument and a Grade II\* listed building and has several adjoining outbuildings which form part of the curtilage of the Great Barn as a listed building.

Location: Bacton Road, Paston, Norfolk, NR28 9TZ.

NGR: TG 32193 34544.

W3W: slanting.resolved.dorm.

A map of a city

Description automatically generated

Figure 1: Paston Great Barn National Nature Reserve.

It is a double height 16th century brick structure constructed of solid brick and flint external walls with a thatched roof. There are several lower brick and flint barns connected to the great barn which generally have pan tiled roof coverings with walls of similar construction. There are also smaller barns with thatched roofs which are attached to the Great Barn.

Paston Great Barn supports an exceptional assemblage of bat species and represents one of the few known maternity roosts of Barbastelle bat *Barbastella barbastellus* in the UK (as well as the only confirmed barbastelle maternity roost in a building in the UK). In total, 7 species are known to have used the buildings: Barbastelle, Brown Long-eared, Common Pipistrelle, Soprano Pipistrelle, Nathusius’ Pipistrelle and Natterer’s. In addition, a further two species have been recorded from around the buildings: Noctule and Daubenton’s. As a result, Paston Great Barn is designated as a Site of Special Scientific Interest (SSSI), National Nature Reserve (NNR) and a Special Area of Conservation (SAC). The barn itself is closed to the public to minimise disturbance to the bats, but other access is provided.

The year-round high sensitivity for bats makes managing the conservation of the building fabric very challenging, and although undertaking works in winter reduces the disturbance to bats it does not eliminate it, particularly as the bats are often located within the features requiring repair, such as the crevices within door lintels and headings. Additionally, the winter is not necessarily the best time to undertake some repairs, particularly those involving the use of lime mortar.

1. **Scope**

The South Range Barn is an open fronted barn located separately from the Great Barn. A condition survey of Paston Great Barn and outbuildings undertaken by *Nicholas Warns Architects* for Natural England has identified structural faults relating to the roof of this building.

A map of a building

Description automatically generated

Figure 2: Paston Great Barn National Nature Reserve: South Range Barn.

The roof of the South Range Barn has a depression about mid-length where the structure below has failed. The connection between the truss and wall plate has broken and the wall plate has spread outwards and the truss has fallen down. The roof is relying on the short connection joints of the wall plate to prevent further spreading and collapse.

A building with a gate and a fence

Description automatically generated with medium confidence

Figure 3: South Range Barn, showing collapsing roof (Photo: Nicholas Warns Architects).

Internally, the truss has disconnected from the wall-plate and fallen down, the wall-plate has been pushed outwards by the falling roof slope and the support post has moved and twisted and may pop out, which would lead to major collapse.

A wooden beams with arrows pointing to the ceiling

Description automatically generated

Figure 4: The roof truss has disconnected with the wall-plate and the roof has partially collapsed. Red arrow: Movement of the truss downwards. Green arrow: Movement of the wall-plate outwards (Photo: Nicholas Warns Architects).

Inspection of the internal roof shows that the trusses are bending and the connection between the trusses and support posts is weak, subsequently all the trusses appear to be sagging, and the repair plates are ineffective, and the tie beams are bending. Also, the principal truss rafters are bending and other support posts appear to show movement.

A wooden beam with arrows pointing to the side

Description automatically generated

Figure 5: The repair plates are ineffective, and the tie beams are bending. Also, the principal truss rafters are bending (Photo: Nicholas Warns Architects).

Additionally, the underlay is modern felt, which is unsuitable for bats.

The section of roof with the failed truss has been propped and stabilised to prevent further damage and the roof tiles have been removed form the two associated bays to reduce the roof loading and a temporary covering employed. Additionally, the public footpath adjacent to the South Range Barn has been temporarily rerouted.

A building with a fence and grass

Description automatically generated

Figure 6: Temporary stabilisation and roof covering, and exclusion of public footpath from the South Range Barn (Photo: Natural England/ Howard Jones).

The Local Planning Authority is North Norfolk District Council, whose Conservation, Design & Landscape Team have previously communicated that “*unless the proposals would result in significant alterations being carried out to the South Range, it seems unlikely that the formal approval of the Local Planning Authority would be required*” for any repair works, although they have indicated that the requirement for Listed Building Consent should still be considered when planning repairs. Natural England are working in consultation with Historic England regarding the ongoing management of Paston Great Barn.

1. **Summary of Requirement**

There is a need to identify the repair work that needs to be carried out, and for a specification for the works and schedule of works to be produced. This will enable Natural England to subsequently tender for the works to be undertaken by contractors in order to enable the repair and recovering of the temporarily covered section and to address the structural issues affecting the remainder of the roof.

1. **Requirement**

* Undertake a full and complete structural survey and assessment of the South Range Barn to identify all faults and works required to rectify the structural concerns identified regarding the roof and associated structures of this building.
* Design all required repairs, including but not limited to:
  + Undertake a measured and drawn survey
  + Design structural repairs where a structure has failed or is failing.
  + Design and specification of timber and other repairs
* Produce a specification for the repairs, detailing methods for repairs, materials, workmanship clauses, Schedule of Works etc. This document should be suitable for tendering for the repair works by Natural England, and may include but not limited to:
  + Preliminaries
  + Materials
  + Workmanship
  + Schedule of works
* To enable Natural England to plan for procurement of works, identify any phasing that should or may be employed for the subsequent works, such as sequencing and prioritisation of works, and identify estimated costs (materials and labour) for the subsequent works to enable Natural England to budget for the repairs.

**Elements of the above requirements may be sub-contracted if required. Please indicate in your quotation if this is the case.**

Any archaeological works and procedures proposed should be specified in accordance with the standards and guidance of the Chartered Institute for Archaeologists (CIfA), particularly “*Standard and guidance for the archaeological investigation and recording of standing buildings or structures*”.

1. **Output**

* A report containing the specification for the repairs and a schedule of works detailing methods for repairs, materials, workmanship clauses etc. This document should be suitable for tendering for the repair works by Natural England.
* Present a separate document detailing any phasing or prioritisation of works identified, and the ROM costs identified.
* A draft report should be presented to Natural England for review ahead of final report submission.

The reports should in the first instance be presented as an electronic version (MS Word or PDF). A hard copy may also be presented if this is standard for the contractor/ consultant, but Natural England’s corporate document storage system requires an electronic version.

Any hard copy should be sent to:

Steve Hall

Natural England Mail Hub

Natural England

Foss House

Kings Pool

1-2 Peasholme Green

YORK

YO1 7PX

1. **Materials and equipment**

All materials and equipment to be provided by the contractor.

1. **Health and Safety**

All work is to be carried out with full regard to the safety of the workforce and any visitors to the work site. A risk assessment specific to this work is to be completed in consultation with the Project Officer before work begins. The quotation must indicate whether any working at height may be involved (including low-level ladder inspection).

**Appendix 3: Charges**

*Will be inserted when contract has been awarded.*

**Appendix 4: Processing Personal Data**

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| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |  |
| Duration of the processing |  |
| Nature and purposes of the processing |  |
| Type of Personal Data |  |
| Categories of Data Subject |  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |